



Attorney General  
STATE CAPITOL  
Phoenix, Arizona 85007

Robert R. Corbin

November 20, 1979

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School District #12  
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## ARIZONA ATTORNEY GENERAL

Re: I79-280 (R79-277)

Dear Mr. Price:

We have reviewed your letter dated October 17, 1979, to Mr. Lewis T. Sorensen, Superintendent of the Sunnyside Unified School District #12.

We concur with your conclusion that, under the specific set of facts described in your letter, the school district may reassign a teacher to a different school in the district and assign additional students to the teacher's class. We note that the teacher's contract in question specifically provides for an assignment to any school in the district.

Sincerely,

A handwritten signature in cursive script that reads "Bob Corbin".

BOB CORBIN  
Attorney General

BC/mm

JOHN PRICE  
DANIEL P. PRICE

LAW OFFICES OF  
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AREA CODE 602

October 17, 1979

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Mr. Lewis T. Sorensen  
Superintendent  
Sunnyside Unified School District #12  
P. O. Box 11280  
Tucson, Arizona 85734

Dear Mr. Sorensen:

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You have advised that a teacher in your district who has a teaching contract for 1979-80 school year is taking the position that she is not required to take any additional students throughout the school year, and does not need to accept a change of school assignment as a specific school is specified on her current contract. You have asked me to review the contract and to advise you if additional students can be assigned to the teacher's class and if the school administration is permitted to assign the teacher to another school in the district during the term of the current contract. I understand the teacher in question is a Learning Disabilities teacher, that she presently has four (4) students, and will be teaching eight (8) or more students in Learning Disabilities if reassigned.

The contract in question provides:

"Witnesseth, that the said teacher holds a legal certificate to teach in the public elementary/high schools of Arizona, during the period of this contract, hereby agrees to teach such grade, grades or subjects in the public elementary/high schools of said district as the Board of Education, principal or superintendent may assign to him/her for the period commencing on the 23rd day of August, 1979 and ending on the 30th day of May, 1980, and well and faithfully perform the duties of teacher in said school, according to law and the rules established for the government thereof, including the exercise of due diligence in the preservation of school grounds, buildings, furniture, apparatus, books, and other school property." (Underlining added.)

The contract goes on to state:

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"In consideration of said services, satisfactorily performed, the said Board of Education in behalf of said district agrees to pay the said teacher the sum of ..."  
(Underlining added.)

Arizona Revised Statute §15-257 states in part:

"Nothing in this article shall be interpreted to prevent a school board from reducing salaries or eliminating teachers in a school district in order to effectuate economies in the operation of the district or to improve the efficient conduct and administration of the schools of the district..."

A.R.S. §15-257 is the statutory authority to dismiss a teacher for reasons of economy or lack of pupils, and although it is not a question of dismissing the teacher in question, the statute recognizes the school district's right and duty to effectuate economies in the operation of the district and to improve efficient conduct and administration of the schools of the district.

Policy No. 6010 of the School District provides for inter-campus transfers of certified personnel to a position on another school campus if:

"2. The enrollment in the school of original assignment decreases."

"4. The appropriate administrator requests a transfer be made in the case of an emergency or to prevent undue disruption of the instructional program or to improve the educational program. The director of personnel shall notify the involuntarily transferred teacher and the Sunnyside Education Association of the reason for such transfer. If the teacher objects to such transfer for the reason given, the dispute may be resolved through the grievance procedure. A list of open positions shall be made available to all teachers being involuntarily transferred."

Lewis T. Sorensen

October 17, 1979

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It is clear under the contract of the teacher, the laws of the State of Arizona, and the district's policy that the school administration does have the authority to assign a teacher under contract during the term of the contract to a school other than the school designated on the contract and to assign additional students to the teacher when these changes are motivated by reasons set forth in the above cited Arizona statute and the School District policy.

I am forwarding a copy of this opinion to the Arizona Attorney General's office for his concurrence or revision pursuant to A.R.S. §15-122.

Sincerely yours,

PRICE and PRICE

By /s/ JOHN PRICE  
John Price

JP/dl

cc: Bob Corbin  
Attorney General  
State of Arizona  
Capitol Building  
Phoenix, Arizona 85007